

But that these several parcels of land were sold by the tract, and were distinctly understood to be sold in that manner by all the bidders present at the sale, is clearly shewn by the explanations in relation to lot No. 6, which was sold by the acre as a residuum of the tract called Convenience; but all the other lots, from No. 1 to No. 11, were sold by the tract; all of them lying within certain specified metes and bounds made known to the bidders at the time of the sale. After thus describing one of those lots, the number of acres is specified with the usual reservation, "more or less;" and lot No. 11, after being so described, is said to have been "laid out for one hundred and forty-three acres." And in each case the purchase money is summed up, and the purchaser is reported as having agreed to give a designated sum total. What is meant in general by the phrase, "more or less," or "laid out for so much," in conveyances of land in reference to quantity seems to remain as yet unsettled. The Proprietary's instructions fixed it as a rule for the land office, as to grants from the State, that they should be allowed to cover no more than ten per cent.; but there has been no rule established as to other grants or conveyances. *Townshend v. Stangroom*, 6 Ves. 340; *Winch v. Winchester*, 1 Ves. & Bea. 375; *Portman v. Mill*, 3 Cond. Cha. Rep. 238; *Hoffman v. Johnson*, 1 Bland, 109; *Land Hol. Ass.* 253; *Andrews v. Scotton*, post.

There is, however, no direct and satisfactory proof of any deficiency in lot No. 11, as described and sold. It is not shewn *that the boundaries by which the trustee sold that lot, do not embrace the whole number of acres which they were said to contain. 597

I am therefore of opinion, that this purchaser has failed to sustain this claim for an allowance for deficiency; in the first place, because the land was sold to him by the tract, and not by the acre; and in the next place, because in point of fact, he has shewn no deficiency within the designated boundaries.

This purchaser, Freeborn Brown, however, advances still further, he prays to have the whole sale to him rescinded; and to have so much of the purchase money as he has paid, returned to him. And this he asks upon two grounds, first, that although the decree of the 10th of March, 1812, restrained the sale to so much only, as should be sufficient to satisfy the claims therein mentioned; yet the trustee made sale of the whole of the interest of the heirs of the late William Mitchell, by virtue of a pretended power, dated on the 29th of April, 1812, from those heirs, to sell the whole, when in truth, several of them were minors, and incompetent to give any such power to sell; and the sale was ratified by the Chancellor under a mistaken impression, that those heirs were of full age, and able to convey; so that this lot No. 11, was disposed of, which otherwise would not have been sold.